

AGREEMENT FOR RIGHT OF WAY, PIPELINE EASEMENT AND SURFACE ACCESS

THIS AGREEMENT made and entered into this 15th day of December 2009, by and between Melvin L. Hoke and Donna M. Hoke, of P.O. Box 11, Hereford, CO 80732, hereinafter designated as "Surface Owner" and EOG Resources, Inc., hereinafter referred to as "Operator", whose address is 600 17th Street, Suite 1000N, Denver, CO 80202.

WITNESSETH, that

WHEREAS, Operator is the Lessee under that certain unrecorded Lease/Operating Agreement by and between Anadarko Land Corp. and EOG Resources, Inc., covering the below described lands; and

WHEREAS, Operator wishes to use a portion of Surface Owner's lands for Operator's proposed operations, in order to properly drill, complete rework or re-complete, equip, operate, maintain, produce and plug and abandon any wells and thereafter restore the surface

NOW, THEREFORE, For and in consideration of the mutual covenants and agreements of the parties herein contained, and other good and valuable consideration, the parties hereto AGREE AS FOLLOWS:

1. **Said Land.** The Surface Owner owns the surface estate to the following described lands, hereinafter referred to as "Said Land" in Weld County, State of Colorado, to wit:

Township 11 North, Range 62 West of the 6th P.M.

Section 11: All, except a tract in the N2 more particularly described in Reception No. 2393936 of the records of the Weld County Clerk and Recorder's office.

Containing 548.78 acres, more or less

2. **Right-of-Way.** That in order for Operator to enter, drill, complete, produce and operate oil and/or gas well(s) and production facilities on Said Land, it is necessary that it cross and use certain property of Surface Owner, as provided for under the pertinent oil and gas lease(s), and the parties do hereby agree as to the damages, the right of entry and surface use thereof. For and in consideration of the hereinafter specified amounts, Surface Owner hereby grants to Operator the exclusive right for it, its agents, employees and contractors, and their agents and employees, to enter upon the surface of Said Land for the purpose of conducting oil and gas exploration, drilling, production and marketing activities. Surface Owner agrees to Operator's use of access roads, gathering pipelines and power lines across Lands for gathering of non-lease materials.

3. **Termination of Rights.** Except as may otherwise be provided herein, this Agreement shall automatically terminate upon the termination of that certain unrecorded Lease/Operating Agreement by and between by and between Anadarko Land Corp. and EOG Resources, Inc.,

MELVIN L. HOKE AND DONNA M. HOKE
PO BOX 11
HEREFORD, CO 80732

RE: NOTICE LETTER OF INTENT TO DRILL
Proposed Garden Creek 6-11H
Section 11, T11N, R62W
Weld County, Colorado
OPERATOR: EOG RESOURCES, INC.

CONSULTATION PREFERENCE

Surface owner hereby requests that all consultation concerning the drilling and reclamation operations of the captioned well be discussed with:

X

Surface Owner

Surface Owner's Tenant:

Name, Address, Phone # of Tenant if applicable

WAIVER OF 30 DAY NOTICE VIA LETTER OF INTENT TO DRILL

Surface owner hereby waives the required 30-day notice of commencement of operations with heavy equipment on the captioned well:

X YES

_____ NO

ACKNOWLEDGED THIS 15 day of Dec., 2009

Ken Clark Landman
Name and Title of Company Representative (PLEASE PRINT)

Melvin L. Hoke
Signature
Donna M. Hoke
Signature